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EXAMINER
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NGUYEN, CUONG H

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 10/09/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.  
09/493,750

Applicant(s)  
Ojha et al.

Examiner  
Cuong H. Nguyen

Art Unit  
3625



-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on Jun 9, 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1 and 3-26 is/are pending in the application.
- 4a) Of the above, claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1 and 3-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claims \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are objected to by the Examiner.
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved.
- 12) ☐ The oath or declaration is objected to by the Examiner.

## Priority under 35 U.S.C. § 119

- 13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).
- a) ☐ All b) ☐ Some\* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \*See the attached detailed Office action for a list of the certified copies not received.
- 14) ☒ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

## Attachment(s)

- 15) ☒ Notice of References Cited (PTO-892) 18) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 16) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 19) ☐ Notice of Informal Patent Application (PTO-152)
- 17) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s). \_\_\_\_\_ 20) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

1. This Office Action is the response to the communication received on 6/09/2003 (the amendment).
2. Claims 1, 3-26 are pending in this application.

### **Drawings**

3. This application has been filed with informal drawings, and they have been used for examining purposes.

### **Response**

4. Since the applicants amended rejected claims, new grounds of rejections are submitted herein; the arguments about the rejections on original claims are moot.

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. Claim **19** is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicants regard as their invention. It is unclear to the examiner when claiming a method "wherein controlling information of the at least one business rule comprises implementing the at least one other business rule before implementing the at least one business rule".

### Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office Action:

***(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.***

6. Claims 1, 5- 6, 21- 26 are rejected under 35 U.S.C. § 103(a) as obvious over Tull, Jr. et al. (US Pat. 5,946,667).

A. Re. claim 1: Tull Jr. et al. teaches a method for facilitating transactions in a WAN, comprising:

- providing information relating to a transaction between a 1<sup>st</sup> party (a buyer: an investor) and a 2<sup>nd</sup> party (a seller: this seller is listed in “FINANCIAL DATA PROCESSING SYSTEM” – Fig.1, ref.20) to a 3<sup>rd</sup> party (a broker) via the WAN/Internet (see Tull Jr., Fig.2, ref. 13 – the connected blocks indicate above claimed structural relationships for communications/actions); and
- enabling the 3<sup>rd</sup> party (said broker) to facilitate consummation of the transaction between the 1<sup>st</sup> party (said buyer), and 2<sup>nd</sup> party via the WAN/Internet (see Tull Jr., Fig.2, ref. 13 - the connected blocks indicate above claimed structural relationships for actions).

Tull, Jr. et al. teach that said info. is a bid price (for 1<sup>st</sup> party), and an ask price (for 2<sup>nd</sup> party)(see Tull Jr. et al., Figs. 1-2, and claim 6 to see a relationship between blocks 1, 13 with bid/ask prices). Tull Jr. et al. also

teach about “enabling a 3<sup>rd</sup> party to cover a difference of a bid price and an ask price” (that party is a broker or OPALS (see Tull, Jr. et al., 4:16-17 – “Upon maturity, the OPALS is redeemable to the investors,...”(please note that a redeemable amount may include a difference amount, and a bid amount)).

Furthermore, Tull Jr. et al. teach a structural relationship that a party in that transaction process (e.g., OPALS) would absorb a price difference (if there is any); the involvement of a 3<sup>rd</sup> party as a middle-man (a broker) would cover a price difference between a buyer (a bid price) and a seller (see Tull Jr. et al., 4:54-58 “rebalance to account for price differences”).

It would be obvious to one with ordinary skill in the art to make implementations of Tull et al.’s teachings because using of Internet to buy/sell stock has been recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction. Tull Jr. et al.’s teachings would provide a full range of financial services, providing investors with cost effective and versatile options to participate in different capital markets where a price difference would be covered amongst a broker or OPALS.

B. Re. claim 25: It is directed to a computer product for facilitating transactions in a WAN/Internet, comprising computer instructions perform steps describing in claim 1 (see **Tull Jr. et al.**, 2:60 to 3:4 wherein a computer product would be needed to facilitating transactions in a WAN environment; therefore, it would be obvious to one of ordinary skill in the art to implement Tull Jr. et al.’s teachings

in a computer product to facilitating above transactions; rationales and references applied for a 35 USC 103(a) rejection would be similar for both claims 1 and 25.

C. Re. claim 26: The rationales and references for rejection of claim 1 are incorporated. Tull Jr. et al. teach communication amongst involved parties: 1<sup>st</sup> party: a bidder, (see **Tull Jr. et al.**, Fig.1, ref. 5), 2<sup>nd</sup> party: a seller (see **Tull Jr. et al.**, Fig.1, ref. 20), and 3<sup>rd</sup> party: a broker (see **Tull Jr. et al.**, Fig.2, ref. 13); their Internet communications would cover transmitting, receiving, and specifically sending a response covering a difference between the bid and the ask prices in a WAN environment.

The examiner submits that Tull Jr. et al. teach a step of "transmitting data" by Internet; wherein the content of said data may including notifying to related parties (e.g., a response); in this case, that is a notification to a seller (see **Tull Jr. et al.**, Fig. 1 about 2-way communications between a broker and a seller (Fig.1, ref. 20) - this is an old and well-known form of interactive interfacing between involved parties.

D. Re. claims 5-6: The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. teach about a third party is involved in a transaction (e.g., a broker, see **Tull Jr.**, Fig.2, ref. 13), and transmitting an acceptance/response (or notification) to the 1<sup>st</sup> party (see **Tull Jr.**, Fig.1, ref. 5); this figure shows a communication about a financial transaction between 1<sup>st</sup> and 2<sup>nd</sup> parties). Please note that it would be obvious for one of ordinary skill in the art to

notify/communicate many different things (these “different things” are non-functional descriptive materials – they do not contribute a distinguish function to said claimed method) not necessary about “of the acceptance”.

E. Re. claim 21: The examiner submits that above rationale for rejections of claim 1 are applied herein since claimed limitation is a repetition of claim 1.

The examiner submits that it is obvious to make a repetition structure (from **Tull, Jr. et al. Fig.1**) having: a 3<sup>rd</sup> party, and a 4<sup>th</sup> party wherein said 4<sup>th</sup> party would perform the same function as said 3<sup>rd</sup> party “A BROKER” (i.e., enabling a 4<sup>th</sup> party: “CAPITAL MARKETS” to facilitate consummation of a transaction between a 1<sup>st</sup> party (a buyer), and a 2<sup>nd</sup> party “OPALS” in conjunction with a 3<sup>rd</sup> party (a broker).

One with ordinary skill in the art would appreciate the implementation of Tull Jr. et al. that teach a transaction process fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions in a transaction process. It would be obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other (e.g., a patent examiner A, and a patent examiner B; they work in next-door offices that helping each other for patent prosecutions using US Patent Laws).

F. Re. claim 22: The rationales and references for rejection of claim 21 are incorporated.

Tull Jr. et al. teach a method of claim 21 wherein enabling the 4<sup>th</sup> party to facilitate consummation of the transaction comprises enabling the 4<sup>th</sup> party to cover a remainder portion of the 1<sup>st</sup> difference (see Tull, Jr. et al. Fig.1 “CAPITAL

MARKETS 1 ... N" communicates to "FINANCIAL DATA PROCESSING SYSTEM" to share/cover a portion of the 1<sup>st</sup> difference).

It would be obvious for one with ordinary skill in the art to appreciate the implementation of Tull Jr. et al. that teach a transaction process fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions in a transaction process. It would be obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other since they performs similar functions as different securities and may cover a price difference according to their specific strategies in trading since Tull Jr. et al.'s structure able to perform that ability (e.g., a patent examiner A, and a patent examiner B; they work in next-door offices that helping each other for patent prosecutions).

G. Re. To claim 23: The rationales and references for rejection of claim 1 are incorporated.

The examiner submits that Tull Jr. et al. teach about distinct bids, see Tull Jr. et al. Fig.7 and 9:41-50 "...each stock of each OPALS being administered by the data processing system must be uniquely identified to enable such interaction..." (e.g. please note that "as relating to a product which is part of a mutually exclusive bid group defined by one of the first and second parties" is merely explanation for "identifying transactions"; therefore, this claimed phrase is obvious).

H. Re. To claim 24: The rationales and references for rejection of claim 23 are incorporated.



The examiner submits that Wilton et al. teach about claimed limitation: “enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids via the WAN, said business rule relating to the identifier” (see **Wilton** et al., 7:55-65, for a business rule of “automatically responding to bids via Internet” – note that according to **Tull** Jr, et al. 9:59-63 - a rule/code is dependent on an identifier, i.e., in a table for AN INPUT INDICES “E The exchange code identifier”).

7. Re. claims 13-15, 18, 20: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull**, Jr. et al. (US Pat. 5,946,667), in view of the Official Notice.

The rationales and references for rejection of claim 1 are incorporated. A. Re. to claim 13: **Tull** Jr. et al. do not expressly disclose of enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids.

However, the Official Notice is taken here that analogous step of automatically response for an inquiry is old & well-known for a computer system coupled to other computers on the Internet – that is a business rule for good customer services. This function of “specify a business rule for automatically responding to system bids” would be used by a broker utilizing Internet (see **Tull** Jr. et al., Fig.2 ref. 13).

It would be obvious for one with ordinary skill in the art to appreciate the implementation of **Tull** Jr. et al. with the Official Notice taken above that teach an automatically response for any inquiry. It would be recognized by artisans as good customer services for timely responses.

**B. Re. To claim 14:** The examiner submits that this claimed limitation is an analogous action of claim 13 (for a broad and reasonable interpretation, please note that “providing criteria or a subset of that criteria” is equivalent to “providing/specifying a business rule or a subset of that rule” and that providing function about rules is old and well-known with Internet applications); therefore, similar rationales and references are applied.

**C. Re. claim 15:** The rationales and references for rejection of claim 14 are incorporated.

Tull Jr. et al. further teach a criteria includes a product identifier (a product name: a share price from NEC – see Tull Jr. et al. Fig.7). It meets a limitation of “a criteria includes a product identifier”.

**D. Re. To Claim 18:** The rationales and references for rejection of claim 13 are incorporated.

Tull Jr. et al. do not expressly disclose that their system comprise a business rule with reference to a business rule of 2<sup>nd</sup> party.

However, the Official Notice is taken here that an example for a business rule of a Website is first-come first serve, and that is also a business rule of an airline when buying an available seat on flight. This Official Notice is taken because this subject matter is old and well-known, it has been used for many Internet businesses (please note that Tull Jr. et al. teach a TABLE OF INPUT INDICES (see Tull Jr. et al., 9:59-66) wherein “E: The exchange code identifier. CNTRY The country code. This code maps to the spread file where the specific spreads are assigned to specific countries. CURR The local trade currency etc.”,

Tull Jr.'s exchange code is analogous to a function of a business rule referenced to OPALS or a broker.

It would be obvious for one with ordinary skill in the art to combine Tull Jr. et al. and the above Official Notice, because it provides an index for retrieving related data using related business rules that effecting both buyers and providers on the Internet.

E. Re. claim 20: It is rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of the Official Notice.

Tull Jr. et al. teach about waiting a period before divesting stocks: "market timing" (i.e., waiting a period before implementing a business rule) (see **Tull Jr. et al.**, 1:35-39).

It would be obvious for one with ordinary skill in the art to combine Tull Jr. et al. and the Official Notice (for claim 18's limitation), because it provides a standardized business rule to follow (i.e., waiting a time period before execution anything) in trading on the Internet and this subject matter of "waiting a period" is fundamental in trading on the Internet.

8. Re. claims 16-17: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Walker et al.** (US Pat. 5,797,127), and further in view of the Official Notice.

A. Re to claim 16: The rationales and references for rejection of claim 13 are incorporated.

Tull Jr. et al. do not expressly disclose a claimed limitation of: providing a response option via Internet (note that "the at least one business rule

corresponding to a subset of the response options specified by the third party” this phrase is a non-functional descriptive material, it does not contribute to a real function that effect steps of above claimed method.

However, Walker et al. teach about providing a response option via Internet (see **Walker** et al., Fig.5, ref. S12).

It would be obvious to one with ordinary skill in the art to combine **Tull Jr. et al.**, the above Official Notice, and Walker et al. to optionally distribute/receive info. among involved parties within an Internet environment because providing/selecting “option” on a Web page was used by Walker et al. for customer’s selection.

B. Re. claim 17: The rationales and references for rejection of claim 16 are incorporated.

Walker et al. teach that response options includes communicate an acceptance and a counter-offer.

Walker et al. teach of including computer radio “buttons”, for “activation” or “counter-offer” or “response” can be seen in a website implemented by US Pat. 5,797,127, <http://www.priceline.com> (please note that in computer GUI, using buttons on screen is well-known for a user-friendly purpose, and have been applying in many Internet websites).

One with ordinary skill in the art would combine **Tull Jr. et al.**, the Official Notice, and **Walker** et al. to distribute info. (including a counter-offer amount) between involved parties within an Internet environment with user-friendly buttons, because the use of Internet has been recognized by skilled

artisan as an easy and quick source for solving matters of financial transaction.

It would give a transaction process fast, efficient, and economic solutions.

9. Re. claims 7-10: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Walker et al.** (US Pat. 5,797,127).

A. Re. To claim 7:

The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. do not expressly disclose about transmitting a web page to the 3<sup>rd</sup> party, an entry in the web page corresponding to the transaction between the 1<sup>st</sup> (said buyer), and 2<sup>nd</sup> parties (said airline).

However, the examiner submits that Walker et al. teach a step of “transmitting data” by Internet; wherein the content of said data may including entries in a web page (this is an old and well-known form of interactive interfacing e.g., Walker et al. implement their website from US Pat. 5,797,127 to practice by specifying <http://www.priceline.com/> as a website to surf; and there are many entries on that web page to fill-in – please note that transmitting action is a function in the claimed method, it would be obvious to one with ordinary skill in the art to know that function would be for “transmitting a web page”).

B. Re. claim 8: The rationales and references for rejection of claim 7 are incorporated.

Tull Jr. et al. do not disclose about providing an active object in the web page associated with an entry.

However, Walker et al., teach about enabling a 3<sup>rd</sup> party to facilitate consummation of a transaction that Walker et al. teach about providing an active object in the web page associated with the entry (e.g., from <http://www.priceline.com/>, information to buy a flight ticket is filled-in; a ticket is a variable object to “interactive” search in a web page).

It would be obvious to one with ordinary skill in the art to combine Tull Jr. et al., and Walker et al. to providing an active object in the web page associated with the entry because artisan would recognize that this is a visible way of presentation for retrieving data.

C. Re. claim 9: The rationales and references for rejection of claim 8 are incorporated.

Tull Jr. et al. do not disclose about an acceptance button in a website for use.

However, the examiner submits that a limitation about an acceptance button in a website for use is not inventive; that limitation further contains an intend of use “in a website” of an activation button (e.g., Walker et al. implement ideas in US Pat. 5,797,127) in their website <http://www.priceline.com/> have user-friendly “buttons” on that website to activate what entered).

D. Re. claim 10: The rationales and references for rejection of claim 8 are incorporated.

The examiner submits that the following limitations are obvious with Walker et al.: a method comprises a counter-offer button, activation of the counter-offer button resulting in transmission of a counter-offer (please note that

in computer GUI, using buttons on a screen/website is recognized as a user-friendly act, and this has been used in many Internet websites).

The examiner submits that above rationale for rejections of claim 9 are applied herein since claimed limitation is an analogous step of claim 9 whether the claimed button is for "counter-offer" or for "acceptance" because these are merely values (for counter-offers) or "YES"/"NO" (for "acceptance"), they don't contribute to functioning of a "transmitting step" – in another word, these specific buttons are doing same functions: "transmitting".

10. Re. claims 3- 4: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Conklin et al.**, (US Pat. 6,338,050).

A. Re. claim 3: The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. teach enabling a 3<sup>rd</sup> party to facilitate consummation of a transaction comprises transmitting a 2<sup>nd</sup> ask price to the 1<sup>st</sup> party (e.g., see **Tull Jr. et al.**, Fig.1: an investor/buyer environment), the 2<sup>nd</sup> ask price from OPALS covering a portion of a difference between the bid and 1<sup>st</sup> ask prices (e.g., see **Tull Jr. et al.**, Fig.1: an OPALS -investor/buyer relationship, and their functions).

Tull Jr. et al. do not expressly disclose a counter-offer in a stock bidding environment.

However, Conklin et al. disclose that counter-offer is used in a stock bidding environment (see **Conklin et al.**, the abstract; please remember that a

counter-offer from a counter-part is merely a bidding/auction action wherein a party just changes a current price for its advantage).

It would be obvious for one with ordinary skill in the art to combine **Tull Jr. et al.**, and **Conklin et al.** to distribute info. (including a counter-offer) between involved parties within an Internet environment because the use of "counter-offer" on Internet has been recognized by skilled artisan as an easy and quick resource for solving matters of financial trading. It would give a trading process fast, efficient, and economic solutions.

B. Re. claim 4: The rationales and references for rejection of claim 3 are incorporated.

Tull Jr. et al. teach about notifying a 2<sup>nd</sup> party (i.e., OPALS) via the Internet/WAN (please note that it would be obvious with different "notifying" contents of claimed languages – because the name for "notifying" action is merely a communication actions (e.g., sending a notice to 2<sup>nd</sup> party - a notice is a non-functional descriptive material; therefore, sending a notice is obvious).

The examiner submits that a step of "notifying" by computer networks is obvious although content may be different (e.g., a counter-offer, or a response: they are both non-functional descriptive materials); an "automatically response" subject matter is already covered as set forth; it is obvious with this claim subject matter of "notifying".

11. Re. claims 11- 12: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Wilton et al.**, (US Pat. 6,519,574).



The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. do not disclose that there are different trading parties, and filtering bids according to a criterion specified by the 3<sup>rd</sup> party.

However, Wilton et al. disclose about different trading parties with 2<sup>nd</sup> bid price and 2<sup>nd</sup> ask price as a background environment about trading, see **Wilton et al.** 1:41-23 "a first trading entity, trading entity S1, enters an offer which matches a bid entered by a second trading entity, trading entity S2,";

Wilton et al. filtering bids according to a criterion specified by the 3<sup>rd</sup> party, and use that for comparison about a difference for a bid and an ask price (see **Wilton et al.**, 9:66 to 10:55 " ... With reference to FIGS. 11A and 11B, the arbitrage opportunity identification process will now be described in greater detail. This process, which may be automatically performed by computer 101 or trader terminals S1-S4, includes the following steps: 1101: Based on stored credit parameter information, the computer 101 or trader terminal (e.g., any of S1-S4) identifies the best bid price available to a trading entity. 1102: Similarly, using the stored credit parameter information, the computer 101 or trader terminal identifies the best offer price available to that trading entity. 1103: Using the auto-arbitrage "minimum spread" parameter entered by the trading entity (see FIG. 8), the computer 101 or trader terminal compares the minimum spread value with the spread between the identified offer and bid prices. 1104: If the spread between the best offer and bid prices is greater than or equal to the minimum spread value entered by the trading entity, the computer 101 or trader terminal then compares the "minimum amount" value entered by the trading

entity with the total amount of all identified arbitrage transactions. If only the best bid and offer have been identified, the total amount is the lesser of the available amounts of the best bid and offer. For example, if the bid is for 3 million but the offer is only for 2 million, the computer 101 or trader terminal will compare the minimum amount value with 2 million (the amount that can be bought and sold). If the best bid and offer and the next-best bid and offer have been identified (as described below in step 1107), the total amount is determined by adding the available amount of each transaction. The computer 101 will determine the optimum amount available by automatically identifying the best possible combination(s) of arbitrage transactions available to the trading entity. 1105: If the total amount that can be traded is greater than or equal to the minimum amount parameter, the computer 101 either (1) initiates the locking procedure described above with reference to FIGS. 7 and 10 whereby both transactions are locked to prevent risk to the trading entity or (2) generates an alert message (see FIG. 9) which is transmitted to the trading entity. If the trader terminal identifies the arbitrage opportunity, the trader terminal either (1) automatically sends an "execute" command to computer 101 or (2) generates an alert signal which is displayed to the trading entity (see FIG.9). 1106: If the spread available is less than the minimum spread value entered by the trading entity, no arbitrage opportunity exists. 1107: If the amount available is less than the minimum amount value entered by the trading entity, the computer 101 identifies the next best transaction available to the trading entity and performs the minimum spread and minimum amount analysis again to try to build up the total amount of the

transaction to satisfy the minimum amount parameter”, and **Wilton** et al. 12:5-17, “...An example of the name switch option determination will now be provided. It is assumed that a transaction is desired between trading entities S2 and S4. However, there is insufficient bilateral credit between S2 and S4 to enable execution of the transaction. Therefore, computer 101 searches for a trading entity such as S3 which has entered a "yes" in its name switch category for both S2 and S4 (see FIG. 14C). The computer 101 then compares the bid-offer spread of the transaction between S2 and S4 with the maximum of the minimum spread set by S3 for trading entities S2 and S4. As shown in FIG. 14C, S3 has entered a 0.01 minimum spread for S2 and a 0.02 minimum spread for S4. Therefore, the computer 101 selects the maximum of these spreads, or 0.02...”.

It would be obvious for one of ordinary skill in the art to combine **Tull Jr. et al.**, and **Wilton** et al. to teach that there are different trading parties, and filtering bids according to a criterion specified by the 3<sup>rd</sup> party for a level of control generating from a broker. It would be recognized from artisans about this claimed subject matter for convenience and control-ability from a broker.

### ***Conclusion***

12. Claims **1-26** are not patentable.
13. These following references are also considered pertinent to claimed subject matter:
  - Conklin et al., (US Pat. 6,338,050 – 1/08/2002, 705/80, 26) teach a system and a method for providing and updating user supplied context for negotiations.

- Wilton et al., (US Pat. 6,519,574 – 2/11/2003, 705/35, 37), teach an electronic trading system featuring arbitrage and third-party credit opportunities.
- Tull Jr. et al., (US Pat. 5,946,667 – 8/31/1999, 705/35-37), teach a data processing system and method for financial debt instruments.
- Walker et al., (US Pat. 5,797,127), teach a method for pricing, selling, and exercising options to purchase airline tickets.
- Eligin; "SPDR Web Ensnarers Both Active, Passive Fund Managers"; Corporate Cashflow; v14 n13; pp. 5-6; Dialog: File 485, Acc#00440032.
- A website of Walker et al., names <http://www.priceline.com/>

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Cuong H. Nguyen whose telephone number is 703-305-4553. The examiner can normally be reached on Mon.-Fri. from 7:15 AM to 3:15 PM (EST).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's acting supervisor, Mr. Jeffrey A. Smith, can be reached on (703) 308-3588.

Any response to this action should be mailed to:

Amendments

***Commissioner of Patents and Trademarks***

***Washington D.C. 20231***

or faxed to: (703)305-7687 *[Official communications]*

or 703-746-5572 (RightFax)

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Hand delivered responses should be brought to Crystal Park 5, 2451

Crystal Drive, Arlington, VA, 7<sup>th</sup> floor receptionist with telephone: (703)308-1113.

*Cuonghnguyen*